

STATE OF MONTANA TERM CONTRACT

Department of Administration
State Procurement Bureau
165 Mitchell Building
PO Box 200135
Helena, MT 59620-0135
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TTY Users-Dial 711
<http://www.discoveringmontana.com/doa/gsd>

T.C. # 456-B TELECOMMUNICATIONS EQUIPMENT This is an exclusive contract

	FROM	July 1, 2005	CONTRACT YEAR	NEW ()
	TO	June 30, 2006		RENEW (X) 5 th Renewal, 8 th Year
VENDOR ADDRESS	Nextira One LLC 50 South Last Chance Gulch #2 Helena, MT 59601		ORDER ADDRESS	Same
ATTN:	Joane Bayer		ATTN:	Same
PHONE:	406-444-0170		PHONE:	Same
FAX:	406-444-0179		FAX:	Same

Prices: Per Agreement

Delivery: Per Agreement

F.O.B.: Per Agreement

Terms: Per Agreement

Remarks: All requests for telephone systems must be approved and coordinated by the Information Technical Services Division. Contact Doug Bermingham at 406-444-2913.

IFB/RFP No.: 9846-W

Brad Sanders, Contracts Officer

AUTHORIZED SIGNATURE

STATE OF MONTANA

Standard Terms and Conditions

By submitting a bid or proposal, the vendor agrees to the following binding provisions:

SHIPPING:

Supplies shall be shipped prepaid, F.O.B. Destination, unless the contract specifies otherwise.

TAX EXEMPTION:

The State of Montana is exempt from Federal Excise Taxes (#81-0302402).

VENUE:

This bid/proposal is governed by the laws of Montana. The parties agree that any litigation concerning this bid, proposal, or subsequent contract, must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana, and each party shall pay its own costs and attorney fees. (Ref: 18-1-401, MCA)

NON-DISCRIMINATION:

The State of Montana does not discriminate on the basis of disability in admission to, access to, or operations of its programs, services, or activities. Individuals who need aids, alternative document formats, or services for effective communications or other disability-related accommodations in the programs and services offered, are invited to make their needs and preferences known to this office. Vendors should provide as much advance notice as possible.

The contractor must comply with the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. All hiring for goods and services necessary as a result of this contract must be on the basis of merit and qualifications; there may not be discrimination on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing under a subsequent contract.

HOLD HARMLESS/INDEMNIFICATION:

The contractor agrees to indemnify the state, its officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, and causes of action of any kind or character, including the cost of defense, arising in favor of the contractor's employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed, goods or rights to intellectual property provided or omissions of services or in any way resulting from the acts or omission of the contractor and/or its agents, employees, subcontractors or its representatives under a subsequent contract, all to the extent of the contractors negligence.

ACCESS AND RETENTION OF RECORDS:

The contractor agrees to provide the Department, Legislative Auditor, or their authorized agents, access to any records necessary to determine contract compliance. (Ref: 18-1-118, MCA) The contractor agrees to create and retain records supporting the services rendered (or supplies delivered) for a period of three years after either the completion date of the contract or the conclusion of any claim, litigation, or exception relating to the contract taken by the State of Montana or third party.

INTELLECTUAL PROPERTY:

All patent and other legal rights in or to inventions arising out of activities funded in whole or in part by this contract must be available to the public for royalty-free and nonexclusive licensing. The contractor shall notify the department in writing of any invention conceived or reduced to practice in the course of performance of the contract. The department and the public shall have a royalty-free, nonexclusive, and irrevocable right to reproduce, publish or otherwise use and authorize others to use, copyrightable property created under the contract.

MINIMUM ORDER:

Contracts (Purchase Orders) will not be issued for orders less than \$100 unless in the best interest of the State.

FACSIMILE RESPONSES:

Facsimile responses will be accepted for Invitation for Bids ONLY if they are received by the Purchasing Bureau prior to the time set for receipt of bids.

Bids, or portions thereof, received after the due time will not be considered. Facsimile responses to Requests for Proposals are only accepted on an exception basis with prior approval of the procurement officer.

WARRANTIES:

The contractor warrants that items offered will conform to the specifications requested, to be fit and sufficient for the purpose manufactured, of good material and workmanship and free from defect. Items offered must be new and unused and of the latest model or manufacture, unless otherwise specified by the State. They shall be equal in quality and performance to those indicated herein. Descriptions used herein are specified solely for the purpose of indicating standards of quality, performance and/or use desired. Any exceptions to the specifications must be clearly indicated. Exceptions may be rejected.

ACCEPTANCE/REJECTION OF BIDS OR PROPOSALS:

The State reserves the right to accept or reject any or all bids or proposals, wholly or in part, to make awards in any manner deemed in the best interest of the State. Bids and proposals will be firm for thirty days, unless stated otherwise.

PROTEST PROCEDURE:

Bidders, offerors, and contractors may protest a bid, proposal, or award. The protest must be in writing and state in detail all of the protestor's objections. If the protest involves the solicitation or award of a contract, the protestor must follow the provisions of Section 18-4-242, MCA. If the protest involves the administration of an existing contract, the protestor must follow the provisions of ARM 2.5.406. If the protest involves a small purchase or limited solicitation as defined in ARM 2.5.603, the protestor may request an administrative review of the procurement file by the agency issuing or awarding the contract.

The State is under no obligation to delay, halt, or modify the procurement process due to a protest.

MONTANA PREFERENCES:

Public agencies are required by law to apply a 3-5% preference to bids submitted by Montana residents for the purchase of goods. (Preferences are not applied to Requests for Proposals or Term Contract Invitations for Bid.) Bidders claiming this preference must have a current affidavit on file with the department, or submit one at the time of bid, in order to qualify for the preference. (Ref: Section 18-1-102, 18-1-103, 18-1-113, MCA and ARM 2.5.403.)

YEAR 2000 COMPLIANCE/WARRANTY:

The vendor warrants that all hardware, software, and/or firmware delivered, developed, modified, or licensed, under a subsequent contract, shall be able to accurately process date data (including, but not limited to, calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, including leap year calculations, when used in accordance with the item documentation provided by the contractor, provided that all items (e.g. hardware, software, firmware) used in combination with other designated items properly exchange data with it. The remedies available to the State under this warranty shall include repair or replacement of any item whose non-compliance is discovered and made known to the contractor, in writing, within this warranty period or within one year after acceptance, whichever is longer. Nothing in this warranty shall be construed to limit any rights or remedies the State may otherwise have under said contract, with respect to defects, other than Year 2000 compliance performance.

This document represents an overview of the Telecommunication Equipment contract. This document is not intended to replace or append the contract, rather to provide an overview and summary of the agreement.

1.0 PURPOSE

The purpose of this exclusive Term Contract is to provide State agencies with an expedited mean of obtaining Telephone Systems in accordance with 2-17-501, MCA, as administered by the Department of Administration, Information Technology Services Division.

1.1 EXCLUSIVE CONTRACT

The intent of this contract is to provide state agencies with an expedited means of procuring supplies and/or services. This contract is considered to be an “Exclusive” use contract and state agencies must obtain the specified product/service from the contract holder(s), unless the contract allows otherwise. However, the State Procurement Bureau does not guarantee any minimum usage totals and it is the individual agency’s responsibility to comply with the terms of the contract.

2.0 LIAISON

Contractor Liaison:

Joane Bayer
Nextira One, LLC
50 South Last Chance Gulch #2
Helena, MT 59601

ITSD Operations Liaison:

Doug Bermingham
Department of Administration
Information Technology Services Division
Procurement Services Bureau
P O Box 200113
Helena, MT 59620-0113
406-444-2913-Voice
406-444-46443050-Fax
dbermingham@mt.gov

3.0 ORDERING PROCEDURE

In accordance with the terms of the contract, an agency purchase order must be issued to the contractor for all required products. The purchase order must reference the contract number (456-B); identify all items desired, the purchase order date, the desired delivery date, shipping locations, and prices. The contractor will not accept any order without ITSD’s written approval.

4.0 TERM OF CONTRACT

The initial contract period was effective July 1, 1998. The contract has been extended until June 30, 2006.

5.0 PRICING

For key system pricing, please contact Doug Bermingham at 444-2913.